



PHILIP MORRIS

U. S. A.

120 PARK AVENUE, NEW YORK, N.Y. 10017-5592 TELEPHONE (212) 880-5000

April 22, 1993

BY CERTIFIED MAIL

Mr. Glenn Smith
President
Glenn Smith Presents, Inc.
2321 W. R. Larson Road
San Antonio, Texas 78261

Re: Agreement Dated as of March 1, 1993
(Marlboro Music Military Tour)

Dear Mr. Smith:

In confirmation of our discussions and in accordance with Paragraph 16(d) of the Agreement dated the 1st day of March, 1993 (the "Agreement") between Glenn Smith Presents, Inc. ("GSP") and Philip Morris Incorporated ("Philip Morris") in connection with Philip Morris's Marlboro Music Military Tour, GSP and Philip Morris agree to amend the Agreement as follows:

Paragraph 3 of the Agreement is deleted and the following new Paragraph 3 is substituted therefor.

3. COMPENSATION

In complete consideration for the proper performance by GSP throughout the Term, Philip Morris will pay GSP the sum of \$91,800. Philip Morris will pay GSP: \$19,800 within ten days of complete execution of the Agreement; \$9,000 per month upon submission of invoices on or before the final day of each month for seven months beginning March 31, 1993 through September 30, 1993; and a final payment of \$9,000 within thirty days of the completion of the final Concert and Club Night Promotion, the delivery to Philip Morris of wrap-up reports and tear sheets for all print advertising placed in connection with the Agreement and complete performance to the reasonable satisfaction of Philip Morris.

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The \$91,800 payment is inclusive of all expenses incurred by GSP, with the exception of the following, which will be paid by Philip Morris within thirty days of the submission of itemized invoices:

(a) advertising expenses, which may not exceed \$18,000 throughout the term of the Agreement;

(b) payments to artists pursuant to Performance Agreements approved by Philip Morris, which may not exceed \$460,000 throughout the term of the Agreement;

(c) expenses for the 21 Club Night Promotion winners as approved by Philip Morris, which may not exceed \$20,000 throughout the term of the Agreement;

(d) travel and subsistence expenses incurred by Mr. Glenn Smith or employees of GSP as required and approved by Philip Morris. GSP will submit to Philip Morris itemized statements of expenses paid on a monthly basis and will submit receipts for expenses in excess of \$25;

(e) Payment of all royalties due to BMI and ASCAP; and,

(f) insurance premiums paid by GSP for insurance required by the Agreement if the insurer and premium are approved in advance by Philip Morris.

If Philip Morris executes Performance Agreements, payments made by Philip Morris pursuant to the Performance Agreements will be deducted from the \$460,000 maximum dollar amount of expenses to be incurred by GSP pursuant to Performance Agreements.

The remaining terms and conditions of the Agreement will remain in full force and effect.

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If you agree with and consent to the foregoing, please sign and return both copies of this letter.

Sincerely,

PHILIP MORRIS INCORPORATED

By: _____

Title: _____

ACCEPTED AND AGREED:

GLENN SMITH PRESENTS, INC.

By: _____

Title: _____

cc: Russel Hoffman and Reed, Inc.
2000 NCNB Plaza
300 Convent Street
San Antonio, Texas 78205-3793
Attention: Mr. Eric Hoffman

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